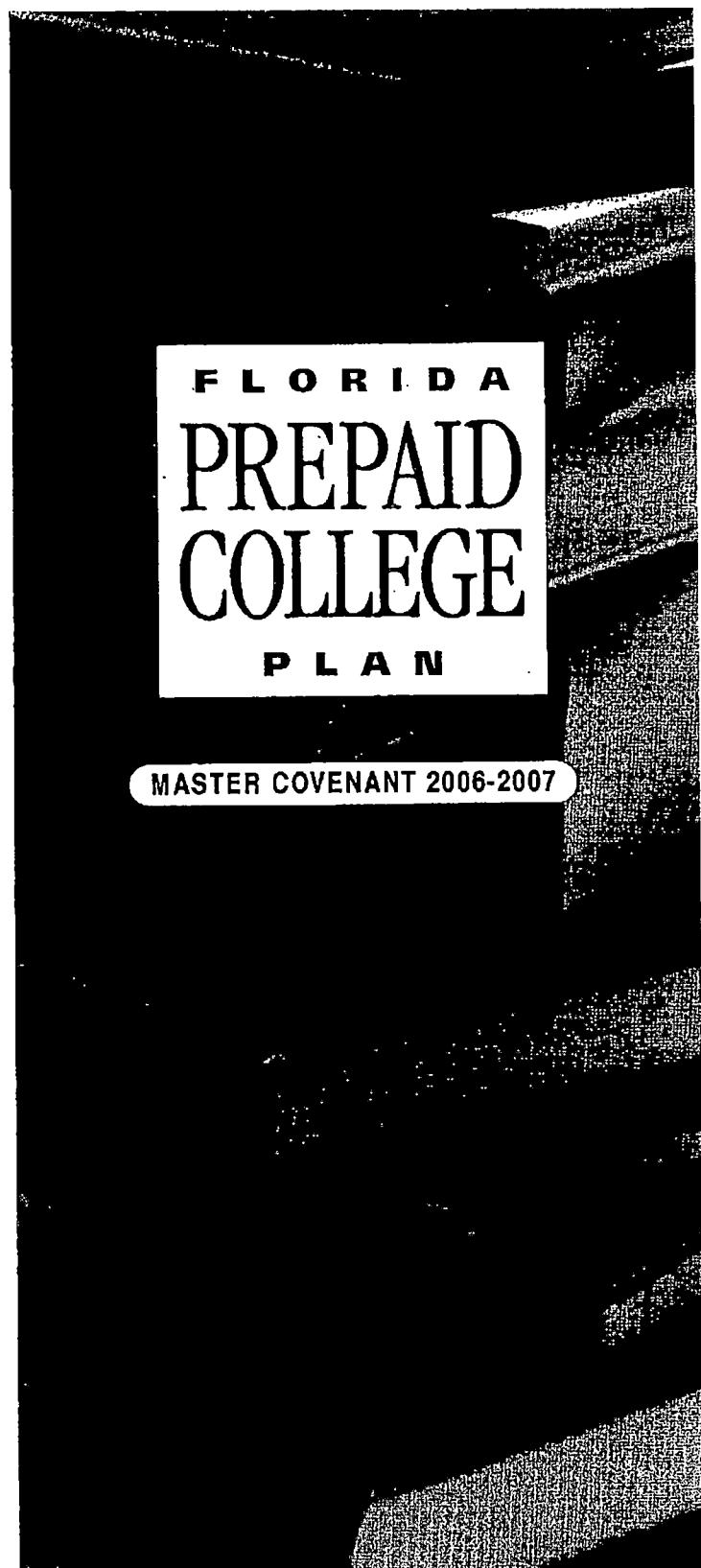


Exhibit C



This Master Covenant describes the policies and terms of the Florida Prepaid College Plan (the Florida Prepaid College Program established under s. 1009.98, Florida Statutes; hereinafter the "Program"). Upon acceptance of the application by the Florida Prepaid College Board (the "Board") in accordance with Rule 19B-4.001, Florida Administrative Code, the purchaser is issued a Participation and Payment Schedule. The application, this Master Covenant and the Participation and Payment Schedule constitute the advance payment contract (the "contract"). Additional documents relating to the contract, issued or received by the Board, will be incorporated into the contract. The applicable provisions of part IV, Chapter 1009, Florida Statutes, rules contained in Chapter 19B Florida Administrative Code, and s. 529 of the Internal Revenue Code, as amended from time to time, shall apply to the contract and are incorporated by reference.

Section 1: Definitions

1.01 "Application" means the application form adopted by Rule 19B-4.001, Florida Administrative Code, which has been completed by the purchaser.

1.02 "Beneficiary" means the person for whom a plan is purchased, as defined in s. 1009.97(3)(f), Florida Statutes. A specific beneficiary may be named in only one contract. The beneficiary must be a United States citizen or a resident alien with a valid social security number.

1.03 "Co-Purchaser" means the person who is designated on the application as the survivor, unless the purchaser has changed the co-purchaser for the account, and who will enjoy the right of survivorship as outlined in Paragraph 2.02. Any natural person named as the co-purchaser must be 18 years old or older and must be a United States citizen or resident alien with a valid social security number.

1.04 "Dormitory fee" means the fee charged by state universities for residence in a double-occupancy, air-conditioned dormitory room.

1.05 "Local fee" means the activity and service, health, and athletic fees charged by state universities or the student activity fee charged by state community colleges. The community college technology fee is also covered by local fee contracts purchased after July 1, 1999.

1.06 "Participation and Payment Schedule" means the document which identifies the purchaser, co-purchaser, beneficiary, plan(s) purchased, and payment information.

1.07 "Purchaser" means the person who is designated on the application as the account owner, unless the purchaser of the account was subsequently changed, and who is the contract owner of record. Any natural person named as the purchaser must be 18 years old or older and must be a United States citizen or resident alien with a valid social security number.

1.08 "Registration fee" means the fee charged for tuition and includes the matriculation fee, financial aid fee, building fee, and Capital Improvement Trust Fund fee.

1.09 "Residency" means that a beneficiary must have been domiciled in Florida at least 12 consecutive months prior to and including the date the application is signed. A beneficiary under the age of one year must have been born and continuously domiciled in Florida from birth through the date the application is signed. A beneficiary may be a resident of another state if the non-custodial parent has been domiciled in Florida at least 12 consecutive months prior to and including the date the application is signed.

1.10 "State community college" means any community college in the State Community College System as defined in s. 1000.21(3), Florida Statutes.

1.11 "State university" means any university in the State University System as defined in s. 1000.21(4), Florida Statutes.

1.12 "Vocational-technical program" means an applied technology diploma program or vocational certificate program conducted by a community college listed in s. 1000.21(3), Florida Statutes, or an area technical center operated by a district school board.

1.13 "Matriculation date" means the projected college enrollment year of the qualified beneficiary, based on the information about the qualified beneficiary's age or grade contained in the application, or similar information received subsequently by the Board from the purchaser.

1.14 "Member of the family" means the same as defined in s. 529 of the Internal Revenue Code.

Section 2: Rights of Purchasers, Co-purchasers, and Beneficiaries

2.01 Rights of Purchasers. The purchaser may, without the consent or authorization of the co-purchaser, make all contract changes, conversions, transfers, cancellations, and refund requests. The purchaser may remove the co-purchaser from a contract without the consent of the co-purchaser. Refunds will be made payable to the purchaser only.

2.02 Rights of Co-Purchasers. The co-purchaser may obtain information regarding the account, but may not make any contract change, conversion, transfer, or cancellation. The consent or authorization of the co-purchaser is not required for the purchaser to modify or cancel the contract. The co-purchaser becomes the owner of the contract upon the death of the purchaser. Refunds will not be made payable to a co-purchaser.

2.03 Rights of Beneficiaries. The beneficiary may obtain information regarding the account, but may not make any contract change, conversion, transfer, or cancellation. Refunds will not be made payable to a beneficiary.

Section 3: Plan Types and Payment Options

3.01 General. Tuition and local fee plans may be purchased for community colleges, universities, or community colleges plus universities. A local fee plan may only be purchased in conjunction with or added to a tuition plan of the same type. When available for purchase, a dormitory plan may only be purchased in conjunction with or added to a university or community college plus university tuition (2+2) plan. The local fee and/or the dormitory plans and the corresponding tuition plan are considered one contract.

3.02 Tuition Plan. The purchaser prepays 120 semester credit hours of tuition at a state university through the purchase of a four-year university tuition plan. The purchaser prepays 120 semester credit hours of tuition which are divided equally between a state university and a community college through the purchase of a community college plus university tuition (2+2) plan. The purchaser prepays 60 semester credit hours of tuition at a community college through the purchase of a two-year community college tuition plan.

3.03 Local Fee Plan. The purchaser prepays 120 semester credit hours of local fees at a state university through the purchase of a four-year university local fee plan. The purchaser prepays 120 semester credit hours of local fees which are divided equally between a state university and a community college through the purchase of a community college plus university local fee (2+2) plan. The purchaser prepays 60 semester credit hours of local fees at a community college through the purchase of a two-year community college local fee plan. Local fee plans may only be purchased for beneficiaries who are in the eighth grade or lower at the time of purchase.

3.04 Dormitory Plan. The purchaser may prepay a maximum of 10 semesters of university dormitory housing fees, in increments of two semesters, for a dormitory plan purchased in conjunction with a four-year university tuition plan. The purchaser may prepay a maximum of four semesters of university dormitory housing fees, in increments of two semesters, for a dormitory plan purchased in conjunction with a community college plus university tuition (2+2) plan. The number of semesters purchased is specified in the Participation and Payment Schedule. Residence in a university dormitory is subject to available space and is not guaranteed by the Board. The dormitory plan provides payment for a double-occupancy, air-conditioned dormitory room specified by the state university and is subject to availability. The dormitory plan does not cover security/damage deposits, meal plans or any other fees. If a state university does not offer double-occupancy dorm rooms, the Board will pay the average cost of a double-occupancy, air-conditioned dormitory room in the State University System. Dormitory plans may be purchased only for beneficiaries who are in the eighth grade or lower at the time of purchase.

3.05 Payment Options. Purchasers may choose a lump-sum payment plan, a 55-month payment schedule, or a monthly payment schedule. Payment amounts are determined based on the age of the beneficiary when the contract is purchased. Payments may be made by checks, money orders, cashier's checks, electronic funds transfer, automatic contribution plan or employer payroll deductions. Payments may not be made by credit cards or other means of credit, rollover

distributions, third party checks of \$10,000.00 or more, or traveler's checks.

3.06 Maximum Account Balance Limit. The redemption value of a contract and any amount paid under any participation agreement under the Florida College Investment Plan, for the same beneficiary cannot exceed the account balance limit. If the Board receives an application for a contract for a beneficiary and the sum of the redemption value of that contract, the redemption value of any existing contract for that beneficiary and the account balance of an account in the Florida College Investment Plan for that beneficiary exceeds the maximum account balance limit, the Board will return the application to the purchaser. The redemption value of an advance payment contract will be determined pursuant to Rule 19B-4.005(2), Florida Administrative Code. The maximum account balance limit is currently \$341,000 and is determined annually by the Board by multiplying the qualified higher education expenses, including tuition fees, room and board, and supplies, at the most expensive eligible educational institution, as reported in *College Cost and Financial Aid Handbook 2006*, published by The College Board, by seven (7), and rounding the resulting product downward to the nearest \$1,000.00 increment. The Board will publish the amount of the maximum account balance limit annually in the *Florida Administrative Weekly*.

Section 4: Payments and Fees

4.01 Payment Due Date. Payments are due on the 20th day of each month, beginning in April after the close of the enrollment period during which the contract was purchased.

4.02 Default. Failure to make payment within 30 days of a due date will result in default by the purchaser and suspension of the beneficiary's contract benefits.

4.03 Prepayment. A lump-sum or partial prepayment may be made on a 55-month or monthly payment schedule with no prepayment penalty. A lump-sum or partial prepayment prepays in advance the monthly payments equal to the amount of the lump-sum or partial prepayment, but does not change the total amount due for the contract.

4.04 Lump-Sum Payoff. A purchaser may prepay a 55-month or monthly payment schedule in full at any time with no prepayment penalty. A lump-sum payoff may reduce the total amount due for the contract.

4.05 Application Fees.

- (a) A \$50 nonrefundable application fee will be collected at the time an application is submitted.
- (b) If the account owner named on the application for the Florida Prepaid College Plan has a Florida College Investment Plan account and the designated beneficiary of that account is the same as the beneficiary named in the application, a \$30 nonrefundable application fee will be collected at the time the application is submitted.

- (c) If an application is submitted for the Program and the Florida College Investment Plan, an \$80 application fee will be collected at the time the application is submitted.
- (d) A \$10 fee will be assessed to add a dormitory plan to a tuition plan contract.
- (e) A separate \$10 fee will be assessed to add a local fee plan to a tuition plan contract.

4.06 Cancellation Fee for Residency Fraud. A fee of up to \$250 or 100 percent of the amount paid into the plan, whichever is less, will be assessed if the Board determines that a purchaser has made fraudulent statements relating to the residency of an allegedly qualified beneficiary.

4.07 Insufficient Funds Fee. A \$20 fee will be assessed for each payment returned for insufficient funds.

4.08 Late Payment Fee. A \$10 fee will be assessed for each payment not received by the Board within 15 days of the date due. All assessed late fees must be paid prior to the use of plan benefits.

4.09 Reinstatement Fee. A \$50 fee will be assessed to reinstate each cancelled tuition, local fee, and dormitory account.

4.10 Termination Fee. A \$50 fee or 50 percent of the amount paid into the plan, whichever is less, will be assessed upon the termination of any contract owned for less than two years from the first payment due date. The termination fee will be waived for refunds requested as the result of the death or disability of the beneficiary.

Section 5: Use of Benefits

5.01 General. Benefits are not available until the summer semester of the matriculation year unless otherwise provided herein. Prior to using plan benefits, all payments and fees must be current. The Board must have the valid social security number of the beneficiary before the use of contract benefits can be authorized.

5.02 Benefit Period. Benefits of a plan are valid for a 10-year period from the beneficiary's matriculation year. Time spent by a beneficiary as an active duty member of the U.S. Armed Services will be added to this period if evidence of military service is provided to the Board. At the end of the 10-year period from the beneficiary's matriculation year, or any extension thereof, the contract shall be cancelled and the value of the contract shall escheat to the Florida Prepaid College Trust Fund.

5.03 Extension of Benefits. The time to exercise the rights under the plan may be extended for up to 10 years after the matriculation date. Purchasers may request an extension by providing written notification to the Board before the expiration of each 10-year period.

5.04 Early Use of Benefits. To use the benefits of the plan before the projected matriculation date:

- (a) the purchaser must provide written notice to the Board no less than 180 days before the new matriculation date and pay any revised contract amounts.

- (b) all payments and fees due to the Board must be current. The Board must have the valid social security number of the beneficiary before the use of contract benefits can be authorized.

5.05 Use of Benefits at In-State Private Colleges and Universities. The contract may be applied to a degree-granting Florida private college or university that is accredited by the Commission on Colleges of the Southern Association for Colleges and Schools or the Accrediting Council for Independent Colleges and Schools. The purchaser must provide written authorization to the Board to allow the transfer of benefits to a qualified in-state private college or university. The Board will transfer an amount not to exceed the current rates at state universities and community colleges in Florida. Amounts transferred cannot exceed the actual tuition or housing fees of the eligible independent college or university.

5.06 Use of Benefits at Out-of-State Colleges and Universities. The contract may be applied to a regionally-accredited, not-for-profit, degree-granting, out-of-state community college, college or university. The Board will transfer an amount not to exceed the current rates at state universities and community colleges in Florida. The purchaser must provide written authorization to the Board to allow the transfer of benefits to a qualified out-of-state college or university.

5.07 Use of Benefits at In-State Vocational-Technical Schools. The contract may be applied to an applied technology diploma or vocational certificate program conducted by a community college or an area technical center operated by a district school board. The Board will transfer an amount not to exceed the current rates at state universities and community colleges in Florida. Amounts transferred cannot exceed the actual fees of the vocational technology program.

5.08 Excluded Institutions. The contract may not be applied to in-state for-profit technical centers or schools, colleges or universities. The contract may not be applied to any out-of-state technical school, technical college, or for-profit colleges or universities.

5.09 Use of Dormitory Benefits. Beneficiaries must file a complete and timely housing application with the applicable state university. A dormitory plan may be transferred to other university-held housing approved by a state university or to community college housing that is operated by the community college or community college direct-support organization. Funds transferred to other university-held housing shall not exceed the lesser of the actual fees or the fees for a double occupancy, air-conditioned dormitory room at that state university. Funds transferred to community colleges or community college direct-support organizations shall not exceed the lesser of the actual fees or the average statewide fees associated with state university housing. The Board will pay the first housing prepayment invoice received each academic year on behalf of the beneficiary. The beneficiary is responsible for other housing prepayments to other universities. Subsequent applications to alternate housing authorities will require payment by the purchaser of the appropriate prepayment fee. Beneficiaries must comply with all housing authority rules and regulations. Each year, the state universities determine which dormitories will be available for use by beneficiaries. Not all dorms at each state university are available. The number of dormitory rooms allocated by state universities for use by beneficiaries is limited, and

rooms are assigned on a first-come, first-served basis. The Board cannot guarantee that any beneficiary will receive a dormitory room assignment. Refer to Paragraph 7.06. The dormitory plan may not be used during the summer term. Private dorms are not covered.

5.10 Conversions.

- (1) Tuition plans and local fee plans may only be converted to a plan of a lesser value pursuant to a conversion/refund request. Once a contract has been converted in this manner, it cannot be reinstated back to the original plan. A plan may not be converted to a plan of lesser value after the beneficiary has begun to use plan benefits. Conversion/refund requests must be received prior to April 1 of the matriculation date of the beneficiary. Under no circumstances will the Board consider an upgrade of a tuition plan, local fee plan, or dormitory plan.
- (2) Refunds based upon a conversion/refund request will equal the difference between the amount paid for the original plan and the amount that would have been paid for the converted plan had the converted plan been purchased under the same payment plan at the time of purchase of the original plan.
- (3) The Board will automatically convert a four-year university plan used by the beneficiary at a state community college, and will automatically convert community college or community college plus university (2+2) plans that are initially used by the beneficiary at a state university, to permit such usage. The automatic conversion calculations will be based upon the respective tuition and local fees when the beneficiary enrolls in college. For example, if the community college fee rate is two-thirds of the university rate at the time of matriculation, three community college credit hours will be used to pay for two university credit hours or if the university fee rate is one and one-half times the community college rate, two university hours will be used to pay for three community college hours. If a conversion results in the use of a fractional credit hour of plan benefits, the Board will deduct a whole credit hour of plan benefits when the fractional hour required is equal to or greater than .50 credit hour and will not deduct a credit hour when the fractional hour required is less than .50 credit hour.

Section 6: Contract Changes

6.01 Change of Beneficiary. The benefits and rights of the contract may be transferred (partial transfers are not permitted) to an eligible substitute beneficiary if:

- (a) the purchaser executes a notarized statement verifying the person who is to be substituted is a member of the family of the original beneficiary; and
- (b) the proposed substitute beneficiary meets the Florida residency requirement at the time of substitution; and
- (c) in addition to (a) and (b) of this paragraph, if the projected matriculation date of the substituted beneficiary is more than three years before the projected matriculation date of the original beneficiary, the Board may assess a payment at a level deter-

mined necessary to ensure the actuarial soundness of the Program.

6.02 Change of Purchaser. Any request to change the purchaser designated on the contract must be in writing, signed by the original purchaser, notarized, and received by the Board. Such request must also be signed by the purchaser to whom the contract is being transferred.

6.03 Change of Co-Purchaser. Any request to change the co-purchaser designated on the contract must be in writing, signed by the purchaser, and received by the Board.

6.04 Other Contract Changes. During the official change period published annually by the Board, the purchaser may change from one type of tuition plan to another; from one type of tuition plan and local fee plan to another; from one dormitory plan to another; or from one payment option to another. Additional fees or payments may be assessed. Under no circumstances will the Board consider an upgrade of a tuition plan, local fee plan, or dormitory plan after the official change period. All contract changes must be in writing, signed by the purchaser, and received by the Board. The Board is not responsible for the validity of documentation related to contract changes. If acceptable to the Board, contract changes will take effect as of the date a change is processed by the Board.

Section 7: Refunds

7.01 General. Except for the circumstances in paragraphs 7.02, 7.03 and 7.06, termination will result in a refund of the amount paid into the plan, minus a termination fee and any other outstanding fees. Refunds will be made payable to the purchaser only.

7.02 Death or Disability. If the beneficiary dies or is disabled, the purchaser will be refunded an amount not to exceed the current rates at state universities and community colleges in Florida. Any request for a refund based on the death of the beneficiary must be in writing, signed by the purchaser, and include a copy of the death certificate. Any request for a refund based on the disability of the beneficiary must be in writing, signed by the purchaser, and include a letter from the beneficiary's physician specifically describing the beneficiary's disability. No termination fee will be assessed.

7.03 Scholarship. If the beneficiary attending an eligible college or university is awarded a scholarship, including, but not limited to, the Florida Bright Futures Scholarship, which pays the same fees covered in the contract, the purchaser may be refunded, in semester installments coinciding with the matriculation by the beneficiary, an amount not to exceed the current rates at state universities and community colleges in Florida. Proof of the scholarship shall be given to the Board each semester, in the form of the institutional scholarship award notification and class schedule for the semester, and a signed, written request from the purchaser. No fees will be assessed for this refund.

7.04 Termination. The purchaser may terminate an account and request a refund. The Board will issue a refund, if applicable, within 45 days of receipt of a valid, written termination request that includes the purchaser's notarized signature. Except as provided in Paragraph

7.05, the refund will consist of the total amount of payments received, minus a termination fee of 50 percent of the total amount of payments received or \$50, whichever is less, and any other outstanding fees. The termination fee will not be applied to contracts held in excess of two years. No refund under this paragraph shall exceed the amount of the total of all contract payments. Termination of a tuition plan will automatically terminate the dormitory plan or local fee plan, or both, and only one termination fee, if applicable, will be assessed. If a local fee or dormitory account is cancelled separate from the tuition account, then each account is subject to receive a cancellation fee if less than two years old.

7.05 Unused Contract Benefits; Withdrawal after Enrollment. If the beneficiary does not use all the contract benefits available under the contract plan that was purchased, the purchaser may request and receive a refund of the pro rata balance of the total amount paid for the contract, minus any outstanding fees. If the beneficiary withdraws or is terminated from postsecondary enrollment during an academic term, the fees paid for that term will not be refunded.

7.06 Unavailable Dormitory. A refund may be requested if a double occupancy, air-conditioned dormitory room is not available for the beneficiary at a state university during the fall or spring semester of postsecondary enrollment. The refund will equal the dormitory fees charged by the university for the semester during which housing is unavailable. Where a state university does not offer a double-occupancy, air-conditioned dormitory room, the Board will refund the purchaser the statewide average cost of an eligible double-occupancy, air-conditioned dormitory room. The Board will require documentation from the university prior to processing an unavailable dormitory refund.

7.07 Residency Fraud. The Board may terminate a contract if it determines that fraudulent statements were used to establish the residency of an allegedly qualified beneficiary. If the contract is terminated pursuant to this paragraph, a cancellation fee of 100 percent of monies paid into this plan or \$250, whichever amount is less, will be assessed and any remaining balance will be refunded.

Section 8: Termination and Reinstatement

8.01 Voluntary Termination. Any request to terminate a contract must be in writing, signed by the purchaser, notarized, and received by the Board. Within 45 days of receipt of a complete request, the Board will send a refund to the purchaser.

8.02 Involuntary Termination. A contract will be terminated by the Board if the full amount of the payment due is not received by the Board within 120 days after the first payment due date or if the full amount of any subsequent payment is not received by the Board within 210 days after any subsequent payment due date.

8.03 Reinstatement. A purchaser may reinstate an account in good standing within 180 days of termination by paying all applicable reinstatement fees, any delinquent amounts owed on the account, and any amounts previously refunded to the purchaser.

Section 9: Miscellaneous

9.01 Additional Fees. State universities and community colleges may charge fees in addition to tuition, local, and dormitory fees described here. The beneficiary will bear the cost of any such additional fees including, but not limited to, application fees, laboratory fees, meal plan fees, and security deposits.

9.02 Disclaimers. Nothing in the contract will be construed as a promise or guarantee by the Board or the State of Florida that a beneficiary (a) will be admitted to a particular state university or community college, (b) will be allowed to continue to attend a state university or community college after having been admitted, (c) will graduate from a university or community college after having been admitted, (d) will be admitted to a particular dormitory, or (e) will be allowed to continue to reside in a dormitory after having been admitted.

9.03 Assignment or Transfer. Except as specifically provided in this Master Covenant, the purchaser may not assign or transfer the contract, nor any interest, rights, or benefits in the contract.

9.04 Tax Status. The Program is a "qualified tuition program" under s. 529 of the Internal Revenue Code. Generally, there are no income tax ramifications to the purchaser or beneficiary until contract benefits are received. When benefits are received and as long as the distributions are used to pay for qualified higher education expenses, pursuant to s. 529 of the Internal Revenue Code, the contract benefits received in excess of the allocable portion of the amount paid for the contract will not be considered income to the beneficiary. Generally, payments to the Program are treated as a completed gift from the purchaser to the beneficiary, at the time of purchase. The purchaser is subject to federal income tax on the earnings portion of a scholarship or death or disability refund and the IRS requires the Board to issue a Form 1099-Q to the purchaser for the calendar year in which such a refund is issued. The application and impact of tax laws vary widely based upon the specific facts involved. Accordingly, this information is not intended to serve as legal, accounting, financial or tax advice. Purchasers and beneficiaries should consult their professional tax advisor(s).

9.05 Securities Status. In response to a request by the Board, the Securities and Exchange Commission has issued a "No Action" letter determining that sales of contracts as currently authorized by the Florida Statutes, Board rules, and the terms of this Master Covenant, are not subject to the enforcement provisions of the securities laws of the United States.

9.06 Creditors. This Master Covenant is not a debt instrument. Pursuant to ss. 222.22 and 732.402, Florida Statutes, contracts are exempt from the claims of creditors. Neither monies paid into the Program nor benefits accrued through the Program may be pledged for the purpose of securing a loan.

9.07 Account Confidentiality. Account information is exempt from public inspection pursuant to s. 119.07, Florida Statutes.

9.08 State Guarantee and Discontinuation. The statute requires the State to agree to meet the obligations of the Board to qualified beneficiaries if monies in the fund fail to offset the obligations of the Board. The statute also requires the Legislature to appropriate to the Florida Prepaid College Trust Fund an amount necessary to meet the obligations of the Board to qualified beneficiaries. In the event the State determines the Program to be financially infeasible, the State may discontinue the Program. Any qualified beneficiary who has been accepted by and is enrolled or is within five years of enrollment in an eligible independent college or university or state postsecondary institution shall be entitled to exercise the complete benefits for which he or she has contracted. All other contract holders shall receive a refund of the amount paid into the Program, and an additional amount in the nature of interest at a rate that corresponds, at a minimum, to the prevailing interest rates of savings accounts provided by banks and savings and loan associations. The State considers this an essential governmental operation to assist its citizens' access to higher education. All legal and beneficial interests in the assets held by the trust fund are vested in the State for its exclusive benefit and the exclusive benefit of the colleges and universities; therefore, payments are guaranteed to be made on the beneficiary's behalf to the state university or community college. Exercise of full benefits under the contract guarantees that the beneficiary receives services.

9.09 Unclaimed Refunds. Any unclaimed refunds for terminated accounts and any unclaimed credit balances shall escheat to the Florida Prepaid College Trust Fund seven years after the date the account was terminated or such amounts became unclaimed, respectively.

9.10 Interpretation. This agreement is to be interpreted under the laws of the State of Florida.

9.11 Severability. In the event that any clause or portion of the contract is found to be invalid or unenforceable by a court of competent jurisdiction, that clause or portion shall be severed from the contract and the remainder of the contract will remain in full force and effect.

9.12 Maximum Account Balance. The redemption value of the contract and any amount invested in the Florida College Investment Plan, for the same beneficiary cannot exceed the maximum account balance established by the Board pursuant to Rules 19B-4.005 and 19B-16.005, Florida Administrative Code.